Washington State
DEPARTMENT OF
ENTERPRISE SERVICES

SOURCEWELL – WASHINGTON PARTICIPATION AGREEMENT

Sourcewell Agreement No.:	101223-AXN
Contract Category:	Public safety video surveillance
Awarded Contractor:	Axon Enterprise
Washington Statewide Contract No.:	01226

This Participating Addendum for the above referenced Sourcewell Agreement ("Participating Addendum") is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("Enterprise Services") and Axon Enterprise, Inc., a Delaware Corporation ("Contractor") and is dated and effective as of March 11, 2026 or the date of last signature, whichever is later. This Participating Addendum shall terminate upon the expiration or the termination of the Sourcewell Agreement, as amended, unless the Participating Addendum is terminated sooner in accordance with the terms set forth herein.

R E C I T A L S

A. Pursuant to Legislative authorization codified in RCW 39.26.060, Enterprise Services, on behalf of the State of Washington, is authorized to participate in cooperative purchasing agreements to develop agreements to procure goods and/or services and to make such competitively solicited and awarded contracts available to Washington state agencies and designated eligible purchasers consistent with terms and conditions set forth by Enterprise Services.

B. Enterprise Services timely provided public notice of the competitive solicitation process conducted by the above-referenced lead state through Washington's Electronic Business Solutions (WEBS) system.

C. Sourcewell, as part of its competitive solicitation process, evaluated all responses to its procurement and identified Contractor as an apparent successful bidder and awarded a Sourcewell Agreement to Contractor.

D. Enterprise Services has determined that participating in this Sourcewell Agreement is in the best interest of the State of Washington.

E. The purpose of this Participating Addendum is to enable eligible purchasers, as defined herein, to utilize the Sourcewell Agreement as conditioned by this Participating Addendum.

A G R E E M E N T

NOW THEREFORE, in consideration of the mutual promises, covenants, and conditions set forth herein, the parties hereto hereby agree as follows:

1. **SCOPE:** This Participating Addendum covers the competitive procurement for Public Safety Video Surveillance offering solutions-based Public Safety Video Surveillance including equipment, products, or services with related Equipment, Software and Accessories that meet the general requirements of the scope and that are commonly desired or are required by law or industry standards for use by state agencies and other entities located in the Participating State authorized by that state's statutes to utilize state contracts with the prior approval of the State's chief procurement official.

2. **PARTICIPATION:** Use of specific Sourcewell Agreement by agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use state contracts are subject to the prior approval of the respective State chief procurement official. Issues of interpretation and eligibility for participation are solely within the authority of the State chief procurement official. Pursuant to this Participating Addendum, the Sourcewell Agreement may be utilized by the following ("Purchasing Entities" or "Purchasers"):

   (a) WASHINGTON STATE AGENCIES. All Washington state agencies, departments, offices, divisions, boards, and commissions.

   (b) WASHINGTON STATE INSTITUTIONS OF HIGHER EDUCATION (COLLEGES). Any the following specific institutions of higher education in Washington:

      1. State universities – i.e., University of Washington & Washington State University;
      2. Regional universities – i.e., Central Washington University, Eastern Washington University, & Western Washington University
      3. Evergreen State College;
      4. Community colleges; and
      5. Technical colleges.

   (c) CONTRACT USAGE AGREEMENT PARTIES. The Sourcewell Agreement also may be utilized by any of the following types of entities that have executed a Contract Usage Agreement (CUA) with Enterprise Services:

      - Political subdivisions (e.g., counties, cities, school districts, public utility districts, ports) in the State of Washington;
      - Federal governmental agencies or entities;
      - Public-benefit nonprofit corporations (i.e., § 501(c)(3) nonprofit corporations that receive federal, state, or local funding); and
      - Federally-recognized Indian Tribes located in the State of Washington.

   By placing an order under this Participating Addendum, each Purchasing Entity agrees to be bound by the terms and conditions of this Participating Addendum, including the Sourcewell Agreement. Each Purchasing Entity shall be responsible for its compliance with such terms and conditions.

3. **PARTICIPATING STATE MODIFICATIONS OR ADDITIONS TO THE SOURCEWELL AGREEMENT:**

3.1. **WASHINGTON'S ELECTRONIC BUSINESS SOLUTIONS (WEBS) SYSTEM**: Within seven (7) days of execution of this Participating Addendum, Contractor shall register in the Washington State Department of Enterprise Services' Electronic Business Solutions (WEBS) System at WEBS. Contractor shall ensure that all of its information therein is current and accurate and that, throughout the term of the Sourcewell Agreement, Contractor shall maintain an accurate profile in WEBS.

3.2. **WASHINGTON'S STATEWIDE PAYEE DESK**: To be paid for contract sales, Contractors must register with Washington's Statewide Payee Desk. Washington state agencies cannot make payments to a contractor until it is registered. Registration materials are available here: Statewide Registration Services - Office of Financial Management.

3.3. **CONTRACT SALES REPORTING:** Contractor shall report total contract sales quarterly to Enterprise Services, as set forth below.

(a) REPORTING. Contractor shall report quarterly Contract sales in Enterprise Services' Contract Sales Reporting System. Enterprise Services will provide Contractor with a login password and a vendor number.

(b) DATA. Each sales report must identify every authorized Purchasing Entity by name as it is known to Enterprise Services and its total combined sales amount invoiced during the reporting period (i.e., sales of an entire agency or political subdivision, not its individual subsections). The "Miscellaneous" option may be used only with prior approval by Enterprise Services. Upon request, Contractor shall provide contact information for all authorized Purchasing Entities specified herein during the term of this Participating Addendum. Refer sales reporting questions to the Primary Contact set forth below. If there are no contract sales during the reporting period, Contractor must report zero sales.

(c) DUE DATES FOR CONTRACT SALES REPORTING. Quarterly Contract Sales Reports must be submitted electronically by the following deadlines for all sales invoiced during the applicable calendar quarter:

QUARTER	FOR SALES MADE IN CALENDAR QUARTER ENDING	CONTRACT SALES REPORT	
		DUE BY	PAST DUE
1	January 1 – March 31	April 30	May 1
2	April 1 – June 30	July 31	August 1
3	July 1 – September 30	October 31	November 1
4	October 1 – December 31	January 31	February 1

3.4. **VENDOR MANAGEMENT FEE**: Contractor shall pay to Enterprise Services a vendor management fee ("VMF") of 1.5 percent on the purchase price for all contract sales (the purchase price is the total invoice price less applicable sales tax) authorized by this Participating Addendum.

(a) The sum owed by Contractor to Enterprise Services as a result of the VMF is calculated as follows:

Amount owed to Enterprise Services = Total contract sales invoiced (not including sales tax) x .015.

(b) The VMF must be rolled into Contractor's current pricing. The VMF must not be

shown as a separate line item on any invoice unless specifically requested and approved by Enterprise Services.

(c) Enterprise Services will invoice Contractor quarterly based on contract sales reported by Contractor. Contractor shall not remit payment until it receives an invoice from Enterprise Services. Contractor's VMF payment to Enterprise Services must reference the following:

- Invoice number associated with payment
- This Washington Contract No.: 01226
- The Sourcewell Agreement No.: 101223-AXN
- The year and quarter for which the VMF is being remitted, and
- Contractor's name as set forth in this Contract, if not already included on the face of the check.

(d) Contractor's failure accurately and timely to report total net sales, to submit timely usage reports, or to remit timely payment of the VMF to Enterprise Services, may be cause for Enterprise Services to suspend or terminate this Participating Addendum or exercise any other remedies as provided by law.

(e) Enterprise Services reserves the right, upon thirty (30) days advance written notice, to increase, reduce, or eliminate the VMF for subsequent purchases.

(f) For purposes of the VMF, the parties agree that the initial management fee is included in the pricing. Therefore, any increase or reduction of the management fee must be reflected in contract pricing commensurate with the adjustment.

3.5. **NONDISCRIMINATION**.

(a) NONDISCRIMINATION REQUIREMENT. During the term of this Participating Addendum, Contractor, including any subcontractor, shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, Contractor, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which Contractor, or subcontractor, has a collective bargaining or other agreement.

(b) OBLIGATION TO COOPERATE. Contractor, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that Contractor, including any subcontractor, has engaged in discrimination prohibited by this Participating Addendum pursuant to RCW 49.60.530(3).

(c) DEFAULT. Notwithstanding any provision to the contrary, Enterprise Services may suspend Contractor, including any subcontractor, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Participating Addendum, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until Enterprise Services receives notification that Contractor, including any subcontractor, is cooperating with the investigating state agency. In the event Contractor, or subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), Enterprise Services may terminate this Participating Addendum in whole or in part, and Contractor, subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. Contractor or subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.

(d) REMEDIES FOR BREACH. Notwithstanding any provision to the contrary, in the event of termination or suspension for engaging in discrimination, Contractor, subcontractor, or both, shall be liable for damages as authorized by law including, but not limited to, any cost difference between the Participating Addendum and the replacement or cover contract, which damages are distinct from any penalties imposed under Chapter 49.60, RCW. Enterprise Services and/or Purchasing Entities shall have the right to deduct from any monies due to Contractor or subcontractor, or that thereafter become due, an amount for damages Contractor or subcontractor will owe Enterprise Services and/or Purchasing Entities for default under this provision.

3.6. **CONTRACTOR REPRESENTATIONS AND WARRANTIES**: Contractor makes each of the following representations and warranties as of the effective date of this Participating Addendum and at the time any order is placed pursuant to the Sourcewell Agreement. If, at the time of any such order, Contractor cannot make such representations and warranties, Contractor shall not process any orders and shall, within ten (10) business days notify Enterprise Services, in writing, of such breach.

(a) QUALIFIED TO DO BUSINESS. Contractor represents and warrants that Contractor is (a) in good standing; (b) qualified to do business in the State of Washington; and (c) registered with the Washington State Department of Revenue and the Washington Secretary of State.

(b) TAXES. Contractor represents and warrants that Contractor is current, in full compliance, and has paid all applicable taxes owed to the State of Washington.

(c) LICENSES; CERTIFICATIONS; AUTHORIZATIONS; & APPROVALS. Contractor represents and warrants that Contractor possesses and shall keep current during the term of this Contract all required licenses, certifications, permits, authorizations, and approvals necessary for Contractor's proper performance of this Contract.

(d) SALES TAX. Contractor represents and warrants that, for all sales to Purchasing Entities in the State of Washington, Contractor shall calculate, collect, and remit, as appropriate, the applicable state and local sales tax on all invoices.

(e) WAGE VIOLATIONS. Contractor represents and warrants that, during the term of this Sourcewell Agreement and the three (3) year period immediately preceding the award of the Sourcewell Agreement, it is not determined, by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction, to be in willful violation of any provision of Washington state wage laws set forth in RCW 49.46, 49.48, or 49.52.

(f) CIVIL RIGHTS. Contractor represents and warrants that Contractor complies with all applicable requirements regarding civil rights. Such requirements prohibit discrimination against individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin.

(g) IT POLICY & SECURITY COMPLIANCE: Contractor represents and warrants, that to the extent the following applies to products provided under this Participating Addendum, that Contractor shall use commercially reasonable efforts to provide applicable supporting documentation and assist the Purchasing Entities with verifying that the

products comply with the Washington statewide information technology policies and other local information technology polices as applicable to the Purchasing Entity. Policies applicable to the Washington State Agencies are located on the following website at https://watech.wa.gov/policies. Prior to final execution of a Washington State Agency's Order with a Contractor, the Contractor's solution(s) may be subject to a Security Design Review performed by Washington Technology Solutions (WaTech) to ensure compliance with the State IT security policies.

(h) GOODS WARRANTY. Contractor further warrants that it has good and marketable title to the Goods and shall keep Purchaser's property free of liens. If Purchaser receives notice of a lien caused by Contractor, Purchaser may withhold any payment otherwise due Contractor until Contractor submits proof, in a form satisfactory to Purchaser, that all lienable claims have been fully paid or waived.

(i) ACCESSIBILITY. Contractor represents and warrants it shall exercise commercially reasonable efforts to comply with the Digital Accessibility Standard located at https://watech.wa.gov/policies/digital-accessibility-policy. Contractor shall regularly review its systems and at the commencement of this Contract, and every three (3) years thereafter, certify to Enterprise Services that Contractor's Services meet the standard.

3.7. DATA

(a) DATA OWNERSHIP AND USE. Agency's Content is and shall remain the sole and exclusive property of Purchaser. Contractor shall: (a) keep and maintain Agency Data in strict confidence to avoid unauthorized access, use, disclosure, or loss; and, (b) not use, sell, rent, transfer, distribute, or otherwise disclose or make available Agency's Content for Contractor's own purposes or for the benefit of anyone other than Purchaser without Purchaser's prior written consent. All Agency's Content must be stored and transmitted only in the contiguous United States of America. Notwithstanding the foregoing, any data collected under this Agreement and/or the Sourcewell Agreement will comply with CJIS requirements, including CJIS Section 5.10.1.5 – Cloud Computing, and will not be used for Marketing or AI purposes outside of AI required for use of certain products (i.e., Redaction, Auto-Transcription, etc.) without the State's express written consent.

(b) AXON BODY 3 WI-FI POSITIONING. Section 7 of the Axon Cloud Services Terms of Use Appendix, as incorporated under the Sourcewell Agreement, is hereby deleted, and replaced with the following for purposes of this Participation Agreement only:

- Axon Body 3 Wi-Fi Positioning. Axon Body 3 cameras offer a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Agency administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Agency chooses to use this service, Axon must also enable the usage of the feature for Agency's Axon Cloud Services tenant. Agency will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Agency's Axon Cloud Services tenant. Any Data sent by use of enabling Wi-Fi positioning will be governed by Axon's Cloud Services Appendix and Privacy Policy.

(c) RETURN OF DATA. Upon notice of termination of the Purchase Order, Purchaser shall extract/download Data in accordance with the Sourcewell Agreement. Axon will not delete Customer Content for ninety (90) days following termination. Axon Cloud Services will not be functional during these ninety (90) days other than the ability to retrieve Customer Content. Customer will not incur additional fees if Customer downloads Customer Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Customer Content after these ninety (90) days and will thereafter, unless legally prohibited, delete all Customer Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Customer Content from Axon Cloud Services in compliance with procedures established by the National Institute of Standards and Technology (NIST). W

(d) DATA BREACH. Contractor must have an incident response process that follows National Institute of Standards and Technology (NIST) standards and includes breach detection, breach notification and breach response. Upon discovery of any access, destruction, loss, theft, use or disclosure of Purchaser's Data by an unauthorized party ("Data Breach"), Contractor shall notify Purchaser by the fastest means available and also in writing. Contractor shall provide such notification within forty-eight (48) hours after Contractor confirms there has been such a Data Breach. Contractor shall quarantine the Data Breach, ensure secure access to Data, and restore Services as needed to comply with terms and conditions of this Participating Addendum. In the event of the Data Breach, Contractor agrees to comply with all applicable state and federal statutory provisions, including but not limited to Revised Code of Washington (RCW) 19.255.010 and RCW 42.56.590. Where notifications are required to the public or regulators, Contractor shall coordinate and cooperate with Purchaser in the development of a communication plan, and promptly and at no cost, provide advance copies of any notifications for Purchaser's review before disseminating. If a Data Breach occurs and is found to be the result of Contractor's acts, omissions or negligence, Contractor shall assume complete responsibility for notification of affected parties, and be liable for all associated costs incurred by Purchaser in responding to or recovering from the Data Breach.

3.8. **AXON CUSTOMER EXPERIENCE IMPROVEMENT PROGRAM:** Purchases under this Participating Addendum by default are not participants in Axon Customer Experience Improvement Program (ACEIP) at any level. This is considered a blanket revocation of participation in ACEIP Tier 1 from the Axon's terms.

3.9. **CONTRACTOR'S SALES AUTHORITY; PURCHASE ORDERS; & INVOICES:**

(a) CONTRACTOR'S SALES AUTHORITY. Pursuant to this Participating Addendum, Contractor is authorized to provide only those goods/services set forth in the Sourcewell Agreement as conditioned by this Participating Addendum. Contractor shall not represent to any Purchaser hereunder that it has any authority to sell any other materials, supplies, services and/or equipment.

(b) INVOICES. Contractor must provide a properly completed invoice to Purchaser. All invoices are to be delivered to the address indicated in the purchase order. Each invoice must include the:

- Washington Contract Number 01226;
- Sourcewell Agreement Number 101223-AXN;

- Contractor's statewide vendor registration number assigned by the Washington State Office of Financial Management (OFM); and
- Applicable Purchaser's order number.

Invoices must be prominently annotated by the Contractor with all applicable volume discount(s).

3.10. **TERMINATION; EXPIRATION; SUSPENSION; & REMEDIES.**

(a) TERMINATION Except as expressly provided anywhere else in the Sourcewell Agreement, The Purchaser may terminate Purchase Orders with no penalties or charges from the Contractor as follows: (a) upon the mutual written agreement of the parties; (b) where the breach is not cured within thirty (30) calendar days after written notice of breach is delivered to the breaching party, unless a different time for cure is otherwise stated in the Purchase Order and agreed between the parties; and (c) as otherwise expressly provided for in the Purchase Order and agreed between the parties. The Purchase Orders shall terminate automatically and without further action if a party becomes insolvent or is placed in receivership, reorganization, liquidation, or bankruptcy. In addition to any other available remedies, the non-breaching party may terminate the Purchase Order as provided in subsection (b) below without further liability by thirty (30) days prior written notice to the breaching party. A termination for breach will not affect rights or obligations accrued or owed before the effective date of the termination notice.

(b) TERMINATION FOR NONAPPROPRIATION OR REDUCTION OF FUNDS OR CHANGES IN LAW. Enterprise Services may suspend or terminate this Participating Addendum and Purchasers may suspend or terminate applicable Purchase Orders, in whole or in part, at the sole discretion of Enterprise Services or, as applicable, Purchaser, if Enterprise Services or, as applicable, Purchaser reasonably determines that: (a) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Participating Addendum or applicable Purchase Order; or (b) that a change in available funds affects Purchaser's ability to pay under the applicable Purchase Order. A change of available funds as used in this section includes, but is not limited to a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor. If a written notice is delivered under this provision, Purchaser will reimburse Contractor for Goods properly ordered and/or Services properly performed until the effective date of said notice. Except as stated in this provision, in the event of termination for nonappropriation or reduction of funds or changes in law, Purchaser will have no obligation or liability to Contractor.

(c) TERMINATION FOR PUBLIC CONVENIENCE. The Purchasers, for public convenience, may terminate the Purchase Order; Provided, however, that such termination for public convenience must, in the Purchaser's judgment, be in the best interest of the State of Washington; and Provided further, that such termination for public convenience shall only be effective upon ninety (90) calendar days prior written notice; and Provided further, subject to and in accordance with the Sourcewell Agreement, that termination for public convenience shall not relieve any Purchaser from payment for Goods/Services already ordered as of the effective date of such notice. Except as stated in this provision, in the event of such termination for public convenience, Purchaser shall have no obligation or liability to Contractor. Notwithstanding the

foregoing, Section 16.3 of the Master Services and Purchasing Agreement included in the Sourcewell Agreement shall still apply.

(d) PURCHASER OBLIGATIONS – EXPIRATION. Upon expiration of this Participating Addendum, Purchaser shall accept and take delivery of all outstanding and not yet fulfilled Purchase Orders and pay Contractor the price as set out in the Sourcewell Agreement.

(e) CONTRACTOR OBLIGATIONS – EXPIRATION OR TERMINATION. Upon expiration or termination of this Participating Addendum, Contractor shall: (a) continue to fulfill its warranty obligations with respect to any Goods and/or Services sold hereunder and all provisions of the Participating Addendum that, by their nature, would continue beyond the expiration, termination, or cancellation of the Participating Addendum shall so continue and survive; and (b) promptly return to Purchaser all keys, badges, and other materials supplied by Purchaser for the performance of any Purchase Order entered into pursuant to this Participating Addendum.

4. LEASE AGREEMENTS: This Participating Addendum does not authorize Contractor to lease or rent equipment to Purchaser.

5. PRIMARY CONTACTS: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Participating State	**Contractor**
Attn: Jolene Haney State of Washington Washington Dept. of Enterprise Services PO Box 41411 Olympia, WA 98504-1411 Tel: (360) 407-9372 Email: DESContractsTeamCypress@des.wa.gov	Attn: Legal Axon Enterprise, Inc. 17800 B, 85th Street Scottsdale, AZ 95255 Tel: (800) 978-2737 Email: Contracts@axon.com

6. SUBCONTRACTORS: Subcontractors, referred to in the Sourcewell Agreements or third-party subcontractors, are not authorized to accept payment directly from Purchasers. Contractor shall not subcontract, assign, or otherwise transfer its obligations under the Sourcewell Agreement and this Participating Addendum without Enterprise Services' prior written consent and such consent shall not be unreasonably withheld. Violation of this condition shall constitute a material breach establishing grounds for termination of this Participating Addendum.

a. SUBCONTRACTOR AUTHORIZATION. Contractor is authorized, upon approval by Enterprise Services, to utilize its Subcontractors to provide service support to Purchasers hereunder; *provided*, however, that such participation shall be in accordance with the terms and conditions set forth in the Sourcewell Agreement and this Participating Addendum. Contractor shall maintain a list of such Subcontractors utilized for this Participating Addendum, and upon request, promptly provide Enterprise Services with such list and any updates. Enterprise Services reserves the right to review the list of Subcontractors and approve or deny participation of any Subcontractors.

b. CONTRACTOR RESPONSIBILITY FOR SUBCONTRACTORS. CONTRACTOR RESPONSIBILITY FOR SUBCONTRACTORS. Contractor shall be responsible to ensure that all requirements of the Sourcewell Agreement (including, but not limited to, insurance requirements, indemnification, Washington state business registration, etc.) flow down to any and all Subcontractors. In no event shall the existence of a subcontract between Contractor and its Subcontractor operate to release or reduce Contractor's liability to the Participating State or any Purchaser for any breach of the Sourcewell Agreement or this Participating Addendum. As to Participating State and Purchasers hereunder, Contractor shall have full and complete responsibility and liability for any act or omission by Contractor's Subcontractors.

c. SMALL, DIVERSE, AND VETERAN BUSINESS INCLUSION GOALS. Contractor agrees to make commercially reasonable efforts to include WA Small, Veteran and OMWBE certified businesses as Subcontractors, as defined by RCW 39.26.010 (22a), RCW 39.26.010 (22b), and RCW 43.60A.190 (2)

7. **ORDERS:** Unless the parties to the applicable purchase order agree in writing that another contract or agreement applies to such order, any order placed by a Purchaser for goods/services available from this Sourcewell Agreement that clearly references this Participating Addendum or the Sourcewell Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions of) the Sourcewell Agreement as conditioned by this Participating Addendum. For avoidance of doubt, notwithstanding anything to the contrary, if an order issued prior to expiration or cancellation of this Participating Addendum it can extend no more than five (5) years beyond the expiration or termination of this Participating Addendum, and during that period the terms of the Participating Addendum in addition to those in the executed Sourcewell Agreement shall govern that order and continue until all obligations by both the Contractor and Purchaser are completed. Pricing during this period must be in accordance with the terms of the Participating Addendum in addition to those in the executed Sourcewell Agreement. Contractor must continue to pay VMF for any active subscription agreements after expiration of this Participating Addendum. If a quote or any ordering documents from the Contractor contain any automatic renewal provisions, they will be considered null and void. Upon the expiration of the initial term of the order, the order shall terminate upon the order termination the parties will have no further obligations to each other under the Sourcewell Agreement and this Participating Addendum.

8. **TRAVEL COSTS:** Travel costs, if any, must be approved by Purchaser and set forth in the Purchase Order; *Provided*, however, that any such costs must be in accordance with the Washington Office of Financial Management's State Administrative & Accounting Manual (SAAM).

9. **GENERAL**:

8.1. TIME IS OF THE ESSENCE. Time is of the essence for each and every provision of this Contract.

8.2. PUBLIC INFORMATION. This Participating Addendum, all related documents, and all records created as a result of the Participating Addendum and Cooperative Purchasing Contracts, are subject to public disclosure as required by Washington's Public Records Act, RCW chapter 42.56. Consistent with the Public Records Act, to the extent that any such Contractor document or record – in whole or in part – includes information exempted or protected from disclosure by the Public Records Act, Contractor may mark such document or record – the exempted or protected portions only – with the specific basis for protection under the Public Records Act. In the event that Enterprise Services receives a public records disclosure request that pertains to such properly marked documents or records, Enterprise

Services shall notify Contractor of such disclosure request and of the date that the records will be released to the requester unless Contractor, at Contractor's sole expense, timely obtains a court order enjoining such disclosure. In the event Contractor fails to file a motion for a court order enjoining such disclosure, Enterprise Services shall release the requested documents on the date specified. Contractor's failure properly to identify exempted or protected information or timely respond after notice of request for public disclosure has been given shall be deemed a waiver by Contractor of any claim that such materials are protected or exempt from disclosure.

8.3. ASSIGNMENT. Section 18.6 of Axon Master Services and Purchasing Agreement for Agency is deleted. Contractor may not assign its rights under this Participating Addendum without Enterprise Services' prior written consent and Enterprise Services may consider any attempted assignment without such consent to be void; Provided, however, that, if Contractor (a) provides written notice to Enterprise Services within thirty (30) calendar days of such event and (b) timely executes Enterprise Services' Assignment, Assumption, and Consent Agreement, Contractor may assign its rights under this Contract in full to any parent, subsidiary, or affiliate of Contractor that controls or is controlled by or under common control with Contractor, is merged or consolidated with Contractor, or purchases a majority or controlling interest in the ownership or assets of Contractor. Unless otherwise agreed, Contractor guarantees prompt performance of all obligations under this Contract notwithstanding any prior assignment of its rights.

8.4. INTEGRATED AGREEMENT; MODIFICATION. This Participating Addendum and Sourcewell Agreement, together with its exhibits, set forth the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. This Participating Addendum may not be modified except in writing signed by the Parties.

8.5. NO EFFECT OF PURCHASER AGREEMENT TERMS AND CONDITIONS. Where a Purchasing Entity is required to accept or made subject to any terms and conditions in procuring Goods or Services, such terms and conditions are not binding and shall have no force or effect as to the Goods and Services to the extent that such terms and conditions modify this Participating Addendum or the Sourcewell Agreement.

8.6. AUTHORITY. Each party to this Participating Addendum, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Participating Addendum and that its execution, delivery, and performance of this Participating Addendum has been fully authorized and approved, and that no further approvals or consents are required to bind such party.

8.7. ELECTRONIC SIGNATURES. An electronic signature or electronic record of this Participating Addendum or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this Participating Addendum or such other ancillary agreement for all purposes.

8.8. COUNTERPARTS. This Participating Addendum may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Participating Addendum at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this

Participating Addendum.

EXECUTED as of the date and year first above written.

STATE OF WASHINGTON **DEPARTMENT OF ENTERPRISE SERVICES**		**AXON ENTERPRISE, INC.,** **A DELAWARE CORPORATION**	
By:	Michellee M. Jemmott	By:	Robert Driscoll Robert Driscoll (Mar 11, 2026 12:36:20 PDT)
	Michellee Jemmott		Robert Driscoll
Its:	IT Procurement Supervisor	Its:	Deputy General Counsel
Date:	Mar 11, 2026	Date:	Mar 11, 2026